10/723,324   MS302986.01 / MSFTP494US

REMARKS

Claims 1-4, 6-18, 20-33 and 35-43 are currently pending in the subject application and are presently under consideration. Claims 5, 19, and 34 were previously cancelled.

Favorable reconsideration of the subject patent application is respectfully requested in view of the comments and amendments herein.

I.   **Rejection of Claims 1-4, 6-18, 20-33, and 35-43 Under 35 U.S.C. §102(e)**

Claims 1-4, 6-18, 20-33, and 35-43 stand rejected under 35 U.S.C. §102(e) as being anticipated by Christiano (U.S. 5,671,412). It is respectfully requested that this rejection be withdrawn for at least the following reasons. Christiano does not teach or suggest each and every aspect of the subject invention as claimed.

> For a prior art reference to anticipate, 35 U.S.C. §102 requires that *"each and every element* as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950 (Fed. Cir. 1999) (*quoting Verdegaal Bros., Inc. v. Union Oil Co.*, 814 F.2d 628, 631, 2USPQ2d 1051, 1053 (Fed. Cir. 1987)).

The claimed invention relates to a license management and enforcement system. In particular, independent claims 1, 11, 20, 29, and 40 recite similar limitations, namely *checking stored license data at defined intervals to ensure that the data has not been corrupted.* Christiano is silent with respect to such novel feature recited in the subject claims.

Christiano discloses a license management system for software applications that stores and manages license data using a client-server model. A license server stores software application license data, which is used to grant or deny license requests for various applications from client systems. The license server, as disclosed in the reference, performs diagnostic checking of the license store data upon receiving a license request from a user (col. 10, lines 53-55 and col. 19, lines 17-21), upon initialization of the license store (col. 11, lines 12-24), or in response to a request from a client system to perform diagnostic checks (col. 21, lines 19-28 and col. 22, lines 29-33).

2

It is incorrectly contended that checking "from time to time" equates to *checking stored license data at defined intervals to ensure that the data has not been corrupted*, as in the claimed invention. (*See* Office Action dated August 3, 2005). It is further contended that "defined intervals" is not defined in the specification (*See* Advisory Action dated October 17, 2005), however applicant's representative avers to the contrary. Because the interaction between the client system and the server occurs based on varying user behavior that does not have any specified regularity, the verification disclosed in the reference clearly cannot be construed to be *periodic*, as recited specifically in claims 1, 11, 20, and 40, or, synonymously, at *defined intervals*. The word "periodic" is defined in the Merriam-Webster dictionary as "occurring or recurring at regular intervals," which is synonymous with *defined intervals*. Although the reference discloses that the server has the ability to check license data, it does not disclose that these checks occur with any temporal regularity, thus it would be more accurate to categorize the performance of these actions "from time to time" in Christiano as *aperiodic* rather than *periodic*. Therefore Christiano is clearly silent with regard to *checking stored license data at defined intervals to ensure that the data has not been corrupted*, as recited in the subject claims.

Furthermore, even if it were incorrectly assumed that Christiano does disclose that actions are performed on a periodic basis, the reference is silent with regard to verifying that *the data has not been corrupted*. The reference discloses checking license data as a method for deciding whether a license should be provided to a requesting client, and the verification performed by the license server consists of examining the "status" of the license to determine whether it is "granted" or "denied." (*See* col. 25, lines 51-54). Additionally, the failure-checking in the system is limited to verifying that the license management system, meaning the components of the system and not the license data, itself is functioning properly. (*See* col. 18, lines 30-33). The validation component of the claimed invention, however, validates the license information against a backup license store database *to ensure that the data has not been corrupted.* Data corruption occurs when at least one bit of data is altered inadvertently and renders the data unusable. As shown in the instant specification, checking for data corruption involves the comparison of the licenses in the backup database against those stored in the license store. (*See* page

3

9, lines 1-5). By performing this comparison between the current and backup data, the claimed system can identify inconsistencies that require further actions. The reference does not mention data corruption anywhere, thus it is clearly silent with regard to *checking stored license data at defined intervals to ensure that the data has not been corrupted.*

In view of at least the foregoing, it is apparent that Christiano does not teach or suggest each and every limitation as recited in independent claims 1, 11, 20, 29, and 40 (and the claims that depend there from); therefore this rejection should be withdrawn.

CONCLUSION

The present application is believed to be in condition for allowance in view of the above comments. A prompt action to such end is earnestly solicited.

In the event any fees are due in connection with this document, the Commissioner is authorized to charge those fees to Deposit Account No. 50-1063 [MSFTP494US].

Should the Examiner believe a telephone interview would be helpful to expedite favorable prosecution, the Examiner is invited to contact applicants' undersigned representative at the telephone number below.

Respectfully submitted,

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4